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Guaranteed Title: 706279

Property: 8 Senecio Way, Papamoa Beach, Tauranga City

Legal Description: Lot 912 Deposited Plan 489916

CoreLogic Reference: 3185771/1

Processed: 02 April 2024

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**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD**

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

Identifier 706279
Land Registration District South Auckland
Date Issued 23 December 2015

Prior References
685454

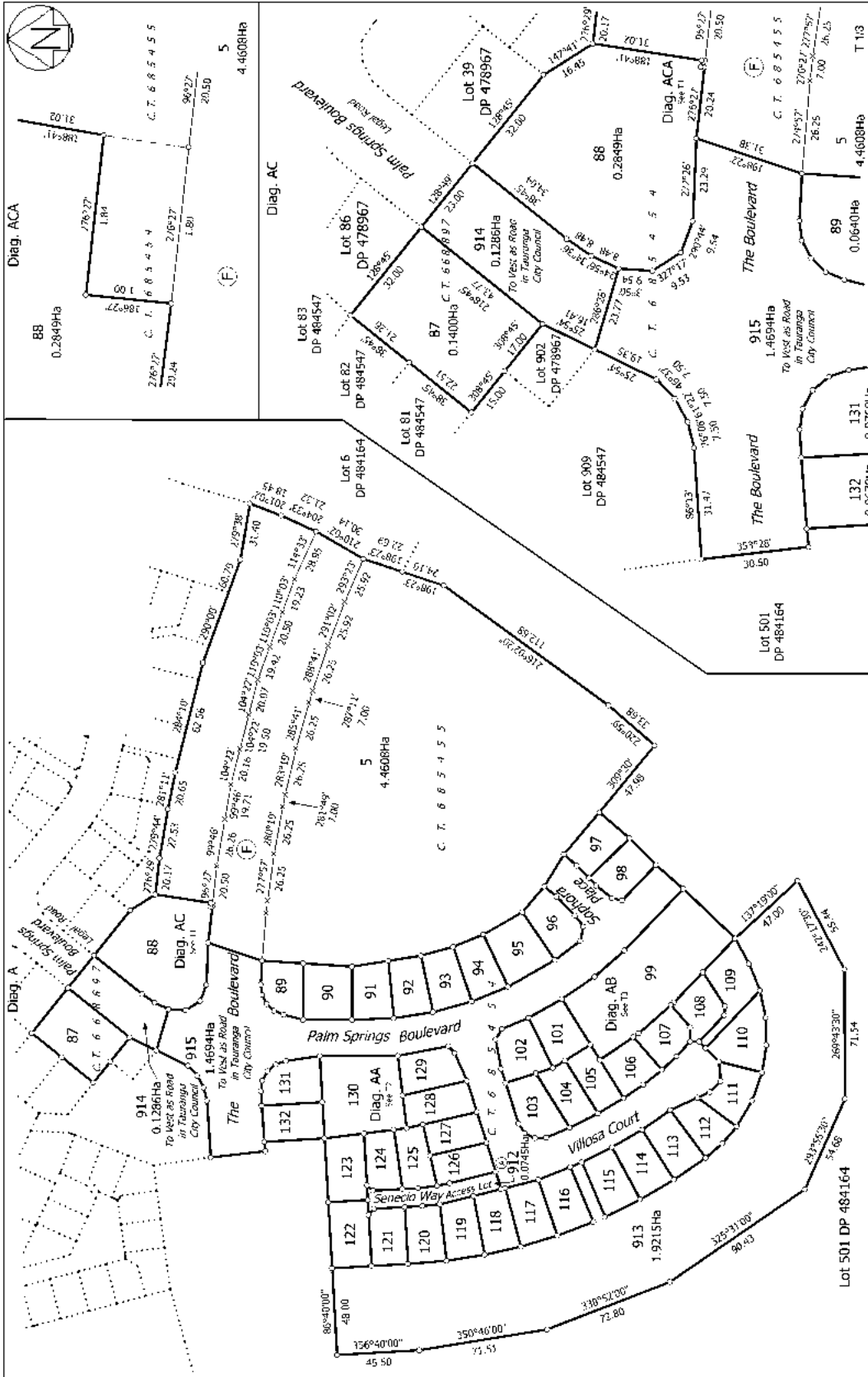
Estate Fee Simple
Area 790 square metres more or less
Legal Description Lot 123 Deposited Plan 489916
Registered Owners
Philip Paul Smith, Danielle Justine Smith and CLM Trustees 2018 Limited

Estate Fee Simple - 1/9 share
Area 745 square metres more or less
Legal Description Lot 912 Deposited Plan 489916
Registered Owners
Philip Paul Smith, Danielle Justine Smith and CLM Trustees 2018 Limited

Interests

Appurtenant hereto is a drainage right created by Transfer S247332 - 30.11.1962 at 2.10 pm
Appurtenant hereto is a right to drain water created by Transfer S268249 - 3.10.1963 at 11.58 am
Appurtenant hereto are drainage rights specified in Easement Certificate H637887.4 - 3.2.1986 at 12.10 pm
The easements specified in Easement Certificate H637887.4 are subject to Section 309 (1) (a) Local Government Act 1974
10270892.6 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 23.12.2015 at 3:56 pm (affects Lot
123 DP 489916)
Subject to Section 241(2) Resource Management Act 1991 (affects DP 489916)
Subject to a right (in gross) to convey water over part Lot 912 DP 489916 marked A on DP 489916 in favour of Tauranga
City Council created by Easement Instrument 10270892.8 - 23.12.2015 at 3:56 pm
The easements created by Easement Instrument 10270892.8 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right of way and a right to convey water, electricity, gas, telecommunications and computer media over part
Lot 912 DP 489916 marked A on DP 489916 created by Easement Instrument 10270892.9 - 23.12.2015 at 3:56 pm
Appurtenant to Lot 123 DP 489916 herein is a right of way and a right to convey water, electricity, gas,
telecommunications and computer media created by Easement Instrument 10270892.9 - 23.12.2015 at 3:56 pm
The easements created by Easement Instrument 10270892.9 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right (in gross) to convey electricity over part Lot 912 DP 489916 marked A on DP 489916 in favour of
Powerco Limited created by Easement Instrument 10270892.10 - 23.12.2015 at 3:56 pm
Subject to a right (in gross) to convey telecommunications and computer media over part Lot 912 DP 489916 marked A on
DP 489916 in favour of Waikato Networks Limited created by Easement Instrument 10270892.11 - 23.12.2015 at 3:56 pm

Subject to a right (in gross) to convey gas over part Lot 912 DP 489916 marked A on DP 489916 in favour of Vector Gas Limited created by Easement Instrument 10270892.12 - 23.12.2015 at 3:56 pm
Land Covenant in Easement Instrument 10270892.13 - 23.12.2015 at 3:56 pm (affects Lot 123 DP 489916)
12764609.2 Mortgage to ASB Bank Limited - 26.6.2023 at 3:58 pm



Land District: South Auckland
 Digitally Generated Plan
 Generated on: 07/07/2012 10:59:10 AM
 Title Plan
 LT 489916
 Approved on: 5/01/2016
 Surveyor: Christopher John Roper
 Firm: S & L Consultants Ltd

RPNZ document ordering service

Document, Interest, Instrument: 10270892.13

Property: 8 Senecio Way, Papamoa Beach, Tauranga City

Legal Description: Lot 912 Deposited Plan 489916

CoreLogic Reference: 3185863/1

Processed: 02 April 2024

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View Instrument Details



Instrument No 10270892.13
Status Registered
Date & Time Lodged 23 December 2015 15:56
Lodged By Casey, Judy
Instrument Type Easement Instrument



Affected Computer Registers	Land District
706244	South Auckland
706245	South Auckland
706246	South Auckland
706247	South Auckland
706248	South Auckland
706249	South Auckland
706250	South Auckland
706251	South Auckland
706252	South Auckland
706253	South Auckland
706254	South Auckland
706255	South Auckland
706256	South Auckland
706257	South Auckland
706258	South Auckland
706259	South Auckland
706260	South Auckland
706261	South Auckland
706262	South Auckland
706263	South Auckland
706264	South Auckland
706265	South Auckland
706266	South Auckland
706267	South Auckland
706268	South Auckland
706269	South Auckland
706270	South Auckland
706271	South Auckland
706272	South Auckland
706273	South Auckland
706274	South Auckland
706275	South Auckland
706276	South Auckland
706277	South Auckland
706278	South Auckland
706279	South Auckland
706280	South Auckland
706281	South Auckland
706282	South Auckland
706283	South Auckland
706284	South Auckland

Affected Computer Registers	Land District
706285	South Auckland
706286	South Auckland
706287	South Auckland
706288	South Auckland

Annexure Schedule: Contains 7 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period
- I certify that the Mortgagee under Mortgage 9753537.2 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 10179324.2 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 10179324.3 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 10259545.3 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 10259545.2 has consented to this transaction and I hold that consent

Signature

Signed by Michael John O'Neale as Grantor Representative on 20/01/2016 12:37 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

Signature

Signed by Michael John O'Neale as Grantee Representative on 20/01/2016 12:38 PM

***** End of Report *****

Easement instrument to grant easement or *profit à prendre*, or create land covenant
(Sections 90A and 90F Land Transfer Act 1952)

2015/6246
APPROVED
Registrar-General of Land

Page 1 of pages

Grantor

PALM SPRINGS LIMITED

Grantee

PALM SPRINGS LIMITED

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenants	DP 489916	Identifiers: 706244 to 706273 (both inclusive) and 706274 - part - Lot 118 DP489916 706275 - part - Lot 119 DP489916 706276 - part - Lot 120 DP489916 706277 - part - Lot 121 DP489916 706278 - part - Lot 122 DP489916 706279 - part - Lot 123 DP489916 706280 - part - Lot 124 DP489916 706281 - part - Lot 125 DP489916 706282 - part - Lot 126 DP489916 706283 to 706288 (both inclusive)	Identifiers: 706244 to 706273 (both inclusive) and 706274 - part - Lot 118 DP489916 706275 - part - Lot 119 DP489916 706276 - part - Lot 120 DP489916 706277 - part - Lot 121 DP489916 706278 - part - Lot 122 DP489916 706279 - part - Lot 123 DP489916 706280 - part - Lot 124 DP489916 706281 - part - Lot 125 DP489916 706282 - part - Lot 126 DP489916 706283 to 706288 (both inclusive)

Easements or profits à prendre rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule, if required

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby **[varied] [negatived] [added to] or [substituted]** by:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[the provisions set out in Annexure Schedule _____]

Covenant provisions

Delete phrases in [] and insert Memorandum number as required; continue in additional Annexure Schedule, if required

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule _____]~~

See Annexure Schedule attached

Approved by Registrar-General of Land under No. 2002/5032
Annexure Schedule

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Easement Instrument Dated Page of pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or interest to be transferred or easement(s) or *profit à prendre* to be created"

WHEREAS the Grantor as the registered proprietor of all the land contained in a plan deposited at Land Information New Zealand under DP489916 has subdivided that land into lots and an access lot in the manner shown and defined on the said plan so as to establish a modern and well-designed subdivision.

AND WHEREAS it is the intention of the Grantor that all lots described in the First Schedule shall be subject to a land covenant applicable to and for the protection, interest and benefit of all the land described in the First Schedule and that the registered proprietor for the time being of any lot shall be bound by the restrictions contained in the Second Schedule and that the registered proprietor for the time being of any lot may be able to enforce the observance of such restrictions by the registered proprietors for the time being of any other lots.

NOW THEREFORE in consideration of the premises the transferee so as to bind each of the lots which comprise the land described in the First Schedule DOES HEREBY COVENANT with the Grantor for the benefit of each of the remaining lots which comprise the land described in the First Schedule in the manner set out in the Second Schedule.

FIRST SCHEDULE

706244 to 706273
 (both inclusive) and

706274 - part - Lot 118 DP489916
 706275 - part - Lot 119 DP489916
 706276 - part - Lot 120 DP489916
 706277 - part - Lot 121 DP489916
 706278 - part - Lot 122 DP489916
 706279 - part - Lot 123 DP489916
 706280 - part - Lot 124 DP489916
 706281 - part - Lot 125 DP489916
 706282 - part - Lot 126 DP489916

706283 to 706288 (both inclusive)

Approved by Registrar-General of Land under No. 2002/5032
Annexure Schedule

Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Dated Page of pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or interest to be transferred or easement(s) or profit a prendre to be created"

SECOND SCHEDULE

- (i) Not to erect any building other than a new residential home (and appurtenant outbuildings) nor permit or suffer any pre-built, transportable or relocatable dwelling house or any previously lived in dwelling house to be moved on to the Lot.
- (ii) Not to erect on any of them Lots 89, 91 to 94 (both inclusive), 96 to 98 (both inclusive) 101 to 129 (both inclusive), 131 and 132 more than one dwelling house all of which dwelling houses shall have a floor area of not less than 140 square metres in every case excluding garaging, carports, decking, roof overhang and accessory buildings.
- (iii) To erect on each of them lots 90 and 95 two dwelling houses, all of which dwelling houses shall have a floor area of not less than 120 square metres in every case excluding garaging, carports, decking, roof overhang and accessory buildings.
- (iv) In respect of the Comprehensive Development lots being lots 87, 88, 99 and 130 to erect on lot 87 three dwelling houses, on lot 88 six dwelling houses, on lot 99 eight dwelling houses and on lot 130 four dwelling houses all of which dwelling houses shall have a floor area of not less than 120 square metres in every case excluding garaging, carports, decking, roof overhang and accessory buildings. In addition to the following covenant (vi) the purchaser shall obtain the vendors written consent to any internal further subdivision of each of such Comprehensive Development lots prior to the commencement of any building within such lots.
- (v) To construct any dwelling house with more than one hip or one gable in the roofline and to construct such dwelling house to a shape other than a simple square or rectangle. Flat roofed dwellings are acceptable provided that they comply with the following covenant (ix).
- (vi) Not to construct any dwelling house unless the plans and specifications for same and the siting of same within the boundaries of the Lot have first been approved in writing by the vendor prior to commencement of construction and the vendor shall have sole and absolute discretion as to the approval of plans submitted to it pursuant to this clause.
- (vii) To construct any dwelling house with a minimum of seventy five per cent of the non-glazed exterior cladding of such dwelling house consisting of any of the following materials: Kiln fired or concrete brick, concrete block, stucco textured finish, stone, timber or pre-finished metal weatherboard construction or such other exterior cladding as shall first have been agreed to in writing by the vendor.
- (viii) Not to construct any garage, carport or other outbuilding in materials other than those set out in the preceding sub-clause (vii) and to complete construction in an integrated architectural design with the dwelling house.
- (ix) Not to use any metal clad roof that has not been factory pre-painted.
- (x) The elevations of any dwelling house predominantly facing any road frontages shall be finished in subdued, non-vibrant colours unless otherwise approved in writing by the vendor.

Approved by Registrar-General of Land under No. 2002/5032
Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

_____ Dated _____ Page 3 of 5 pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or interest to be transferred or easement(s) or *profit a prendre* to be created"

- (xi) The purchaser shall ensure that during any construction due allowance is made for the protection of the footpaths and the Local Authority owned road frontage by way of placing appropriate material over those areas where vehicular traffic is to run to minimise dirt being carried onto the road and footpaths and kerbs being broken. The purchaser shall ensure that all landscaping, berms, roading, footpaths and curbs are kept clean and free from debris prior to, during and following construction. The purchaser shall reinstate, replace and be responsible for all costs arising from damage to the landscaping, berms, roading, footpaths, kerbs, streetlights, street signs, concrete or any other structures in the subdivision arising from the purchasers use of the land directly or indirectly through the purchasers actions or those of the purchasers agents, consultants, contractors or invitees. Any notice given by the vendor to the purchaser advising that any damage has occurred to any of the infrastructure mentioned in this covenant is agreed as being prima facie evidence that such damage has been caused by the purchaser or by the purchaser's agents, consultants, contractors or invitees.
- (xii) While any dwelling house is under construction the purchaser and his contractors and tradesmen shall comply fully and comprehensively with all relevant governmental legislation and local authority bylaws relating to workplace safety including but not limited to the Health and Safety in Employment Act 1992.
- (xiii) To complete any building within nine months of laying down the foundations for such building and within fifteen months of laying down such foundations to complete all fencing, landscaping, driveways and vehicle access in permanent surfacing of concrete, concrete block, brick paving or tar sealing.
- (xiv) Once construction has been substantially completed not to bring onto or to allow to remain on the Lot any temporary dwelling, caravan, campervan, trade vehicle or other equipment or materials unless garaged or screened so as to preserve the amenities of the neighbourhood and not in any event to regularly park any such caravan, campervan or trade vehicle on any road, road reserve or berm in the subdivision or bring on to or allow to remain on the Lot or any such road, road reserve or berm any motor vehicle having a gross weight in excess of 2.5 tonnes (whether mobile or immobile).
- (xv) No vehicle, caravan, bus, campervan, motorhome or any other wheeled vehicle or boat on the Lot shall be used for residential use or occupation other than for periods of time not exceeding two months in any six month period.
- (xvi) Not to take up residence on the Lot unless the buildings on same have been substantially completed in accordance with the covenants herein and the requirements of the Local Authority having jurisdiction.
- (xvii) For the purpose of these covenants, the term 'dwelling house' shall mean by way of example but not by way of limitation any residential home, home, home unit, dwelling, building or residence within the commonly accepted meaning of those terms.
- (xviii) Not to erect any fence constructed of corrugated iron or post and wire or exceeding 1.80 metres in height above the natural ground level and further and without derogating from the provisions of the following covenant (xxiii) not to erect any fence:
 - a) along the road front boundary of the Lot or within seven metres of such roadfront, boundary and/or,

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Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Dated Page of pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or interest to be transferred or easement(s) or *profit a prendre* to be created"

- b) in the case of lots 87, 88, 99 and 130 along any roadfront, right of way or access Lot boundaries within any of those Lots or within 4.5 metres of such roadfront, right of way or access Lot boundaries and/or
- c) in the case of any Lot having as part of the Lot any frontage to any reserve and/or any access way to any such reserve

unless constructed either of brick or block or of stucco textured solid wall construction or of wrought iron or decorative aluminium or any mix of the material stipulated for in this clause.

- (xix) Not erect any fence having its common frontage to any part of any of them Lots 87, 88, 99 and 130 unless constructed strictly in accordance with the vendors choice of fence design and materials.
- (xx) Not to alter in any way, including but not limited to painting or repainting in any other style or colour any fencing and/or walls installed by the vendor without the written approval of the vendor and in the event of any damage to such fencing or walls whether by the purchaser or otherwise the purchaser shall reinstate such fence or wall in the style and colour as existing before such damage and further that should the purchaser fail to promptly repair or reinstate such fence or wall as aforesaid the vendor shall have the right (but without being obliged so to do) to so repair or reinstate such fence or wall and to recover the cost of so doing as a debt owing from the purchaser to the vendor.
- (xxi) Not to permit or suffer any rubbish to accumulate or be placed upon the Lot nor to permit any excessive growth of grass so that the same becomes long, unsightly or a fire hazard and should such grass become long, unsightly or a fire hazard the vendor may by itself or its agents mow the same and recover the costs of so doing from the purchaser.
- (xxii) Not to permit or suffer any advertisement, sign or hoarding of a commercial nature to be erected on any part of the Lot without the prior written consent of the vendor.
- (xxiii) Notwithstanding the provisions of the District Scheme in force from time to time, not to erect or place any dwelling house or any other structure whatsoever other than fences meeting the requirements of covenant (xviii) aforesaid and fully in-ground structures on any of them Lots 87 to 99 (both inclusive) and 101 to 132 (both inclusive) within 3.0 metres of the roadfront boundary of any of such lots.
- (xxiv) Not to alter the level of the Lot at any point (such levels being determined as at the date of deposit of the subdivision plan containing the Lot) by more than one-half of one metre without the prior written approval of the vendor.
- (xxv) Not to allow to remain on any wall, fence, structure or building on or about the Lot any graffiti or similar disfigurement for more than five days from the date that such occurred or was brought to the notice of the purchaser.
- (xxvi) The Purchaser shall not hold the Tauranga City Council and its successors in title liable nor call on it to erect or repair or contribute to the cost of work as defined in the Fencing Act 1978 on any dividing or boundary fence between the Lot and any part of the land which is vested or to be vested in the Tauranga City Council for the purpose of a reserve.

Approved by Registrar-General of Land under No. 2002/5032
Annexure Schedule

Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

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(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or interest to be transferred or easement(s) or *profit a prendre* to be created"

Further, the purchaser shall not hold Russell Leonard Taylor and Dulcie May Taylor or their successors in title if they are at any time the registered proprietors of any adjoining land nor call on them to erect or repair or contribute to the costs of work as defined in the Fencing Act 1978 on any dividing or boundary fence between the lot and any part of the land still registered in the names of the said Russell Leonard Taylor and Dulcie May Taylor.

(xxvli) If there should be any breach or non-observance of any of the foregoing covenants and without prejudice to any other liability which the purchaser may have to any person having the benefit of these covenants, should the purchaser not rectify the breach or non-observance of any of the foregoing covenants within 10 working days of written notice being made of the purchaser by the vendor or such other person having the benefit of these covenants, the purchaser will pay to the vendor or such person making such demand as liquidated damages the sum of \$350 per day for every day that such breach or non-observance continues after the date upon which written demand has been made until the breach is remedied together with any costs and expenses incurred by the vendor or any such person making such demand.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.